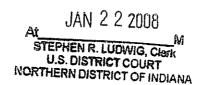
FILED

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF INDIANA SOUTH BEND DIVISION



1st SOURCE BANK,)					
Plaintiff,)		-wy			
v.)	Civil No		:U81:V	39	RL
MARQUISE HOLDINGS, INC.,)				•	
Defendant.)					

COMPLAINT

The plaintiff, 1st Source Bank, for its cause of action against the defendant, Marquise Holdings, Inc., states:

Nature of Action, Jurisdiction, and Venue

- 1. This is an action for breach of contract.
- 2. Jurisdiction over the subject matter of this action is based on 28 U.S.C. § 1332 in that complete diversity of citizenship exists between 1st Source Bank and the defendant, and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.
- 3. 1st Source Bank is a state bank organized and existing under the laws of Indiana and has its principal place of business in Indiana.
- 4. Defendant Marquise Holdings, Inc. ("Marquise Holdings"), is a Nevada corporation with its principal place of business in Milford, Massachusetts.
- 5. Venue of this action in the Northern District of Indiana, South Bend Division, is based on 28 U.S.C. § 1391 and 28 U.S.C. § 94(a)(2). A substantial part of the events or omissions giving rise to this action occurred in St. Joseph County, Indiana. Moreover, the parties have

contractually agreed that this action may be brought in a court of competent jurisdiction located in St. Joseph County, Indiana.

General Allegations

- 6. On or about January 7, 2005, 1st Source Bank and Marquise Holdings entered into a written contract entitled "AIRCRAFT SECURITY AGREEMENT."
- 7. A genuine and authentic copy of the AIRCRAFT SECURITY AGREEMENT is attached and incorporated as Exhibit No. 1.
- 8. The AIRCRAFT SECURITY AGREEMENT was executed on behalf of Marquise Holdings by its President, Peter M. Belli.
- 9. On or about February 7, 2006, 1st Source Bank and Marquise Holdings entered into a written contract entitled "LOAN AND SECURITY AGREEMENT."
- 10. A genuine and authentic copy of the LOAN AND SECURITY AGREEMENT is attached and incorporated as Exhibit No. 2.
- 11. The LOAN AND SECURITY AGREEMENT was executed on behalf of Marquise Holdings by its President, Peter M. Belli.
- 12. On or about February 7, 2006, 1st Source Bank and Marquise Holdings entered into a written contract entitled "PROMISSORY NOTE."
- 13. A genuine and authentic copy of the PROMISSORY NOTE is attached and incorporated as Exhibit No. 3.
- 14. The PROMISSORY NOTE was executed on behalf of Marquise Holdings by its President, Peter M. Belli.
 - 15. Pursuant to the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY

AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE, 1st Source Bank loaned money to Marquise Holdings, subject to certain terms and conditions.

- 16. Marquise Holdings has failed to repay the loans described in the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE and is in breach of those agreements.
- 17. As a direct and proximate result of Marquise Holdings's breach of the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules) and the PROMISSORY NOTE, 1st Source Bank has sustained damages in the sum of at least Six Hundred Fifty-seven Thousand, Four Hundred Fortynine and 76/100 Dollars (\$657,449.76).
- 18. 1st Source Bank has performed and satisfied all conditions to its enforcement of the AIRCRAFT SECURITY AGREEMENT, the LOAN AND SECURITY AGREEMENT (and its accompanying addendums, amendments, and schedules), and the PROMISSORY NOTE.
- 19. On or about October 4, 2007, 1st Source Bank made written demand for payment upon Marquise Holdings; however, to date, Marquise Holdings has failed and refused to pay 1st Source Bank the sums due and owing.

WHEREFORE, 1st Source Bank respectfully requests judgment against Marquise Holdings; an award of damages to compensate 1st Source Bank for its losses; prejudgment interest; an award of attorneys' fees and costs; and all other just and proper relief.

Respectfully submitted:

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